

IN THE COURT OF THE HON'BLE I JUNIOR CIVIL JUDGE, CITY CIVIL COURT
AT: 523 OF 2023

Between:

Gaurang J.Mody

...Plaintiff

And

Nisha Shah

...Defendant

WRITTEN STATEMENT OF THE DEFENDANT

This Defendant most humbly submits her Written Statement as follows:

All adverse allegation unless specifically admitted are denied as false and the Plaintiff is put to strict proof of the same. The Plaintiff herein has suppressed material facts and have filed the present Suit with a malifide and deceitful intention. The Plaintiff is not the Landlord of the Defendant nor there is any jural relationship between the Plaintiff and the Defendant. The Plaintiff herein is trying to abuse the process of law thereby causing miscarriage of justice.

- I. With reply to the description of the Plaintiff is disputed, the Plaintiff is not the owner nor there is any jural relationship between Plaintiff and the Defendant.
- II. With reply to the description of Defendant the address of this Defendant for the purpose of service of all notice of summons, Process etc., is that of his counsel:

IMRAN MAHMOOD, DEVASHREE CHAKRABORTY, MUNEER JAHAN
S.Q.ALI KHAN ADVOCATES, OF MAHMOOD AND CO. ADVOCATES,II
FLOOR MAHMOOD CHENYOY COMPLEX, SUITE # 1-7- 347 TO 349
PARKLANE, SEC-BAD 500 003, PHONE: 9885230403.

III. This Defendant submits her Written Statement as follows:

1. The contents therein are absolutely false this Defendant is not aware of the Plaintiff purchasing the property in 2021 as the Defendant herein is the tenant of Sri Jitendra Palnitkar for more than 50 years, beside this Defendant one Sri Chirag Jitender Shah is also carrying on business in premises bearing no. 2-3-22/G, old No. 58/3, M.G.Road, situated at Minister Road, Ranigunj, Secunderabad and the Defendant herein is carrying on business under the name and style of 'Chintamani Sales' and Chirag Shah has been carrying on business under the name and style of Shree Chintamani Sales in 2-3-22/G. the mulgie under the occupation of this Defendant, as such the mulgie under the occupation of this Defendant and Chirag J.Shah is one and the same and the rent was paid consolidated @ Rs. 1965/- per month exclusive of water and electricity charges. It is further pertinent to mention that the Plaintiff herein had got issued a Notice of termination to the Defendant herein and Chirag J.Shah dated 19/8/2021 by D.Pavan Kumar Advocate for which this

Defendant along with Chirag J. Shah had issued a reply thereof by their counsel Mahmood & Co. Advocates dated 26/8/2021. The said reply be treated as part and parcel of this Written Statement, to avoid repetition. This Plaintiff is playing fraud upon the court and the Notice issued dated 27/12/2022 is not a valid Notice as per the provisions of Transfer of Property Act. Section 106. The allegation of the rent at Rs. 40,000/- is absolutely false. The Plaintiff is put to strict proof of the same.

Assuming without admitting if the Landlord of this Defendant and Chirag J. Shah had sold the mulgie it is manifested that the landlord ought to have issued a letter of atonement along with the copy of the Sale Deed to these defendants, in the absence of the same there is a bonafide doubt in the mind of this Defendant and other co-tenant Chirag J. Shah. the said Co-tenant Chirag J. Shah has not been made a party to the present Suit. As such the Suit is liable to be dismissed for non-joinder of proper and necessary parties.

With reply to paragraph no. III (2 to 5) of the Plaint the entire contents therein is false the rents were tendered by Chirag J. Shah in the name of his firm M/s. Shree Chintamani Sales and the business being carried by Defendant is M/s. Chintamani Sales. The GST tax nos. is 36AJEPS4464R1ZC of the Defendant are different and the GST i.e., of M/s. Shree Chintamani is

36BVTPS2812PIZO as such the present Suit is untenable and is liable to be dismissed. The allegation of subletting the property by Defendant No. 1 to Chirag J. Shah is absolutely false and denied. Chiraj J.Shah has been carrying on business ever since 1998 and has been paying rents to his landlord J. Palnitkar. As such the entire allegation in the Plaint in respect of paragraph no. 6 and 7 are absolutely false.

2. With reply to paragraph no. 8 the contents therein are absolutely false Chirag J.Shah is not the son of the Defendant and has been carrying on business in his individual capacity for which he has been tendering rents which has been acknowledged by his landlord Mr.J Planitkar. As such the entire allegation in paragraph no. 8 are the fertile creations of the corrupt mind of the Plaintiff.
3. With reply to paragraph no. 9 of the Plaint this Plaintiff is unknown to the Defendant of Dharmesh R.Parikh being the owner of the property under the occupation of this Defendant and Chirag J.Shah. this Defendant nor Chirag J.Shah had never paid rents to D.R.Parikh at any point of time. The entire episode as stated in paragraph no. 9 is a collusion to evict this Defendant.
4. With reply to paragraph no. 10 the contents therein are absolutely false the Defendant herein along with Chiraj J.Shah have been carrying on business as stated supra on a monthly rent of Rs.1965/- as such question of rents being

Rs.40,000/- ever since March is absolutely false and ridiculous. It is further pertinent to mention that the suppression of facts of the Notice issued by the Plaintiff herein dated 19/8/2021 by Dharmensh P. Kumar and the reply by this Defendant along with Chirag J.Shah dated 26/8/2021 which has been duly acknowledgment by D.Pavan Kumar Advocate is sufficient proof of the Plaintiff herein is abusing the process of law and thereby playing fraud upon this Hon'ble Court.

5. With reply to 11 and 12 the contents therein are absolutely false and has been created for the purpose of this speculative suit.
6. With reply to paragraph no. 13 the contents are false there has been a written rental agreement entered between the Defendant and J. Palnitkar and as such the question of oral tenancy does not arise.
7. With reply to paragraph no. 14 the contents therein are absolutely false the alleged Notice in paragraph no. 11 stated about 7 days notice and the Plaintiff is approbating and reprobating and contends that 15 days notice has been issued the said allegation is contrary to the Notice dated 27/12/2022.
8. With reply paragraph no. 15 the contents therein are absolutely false the Plaintiff is trying to abuse the process of law and as such is disentitled for the indulgence of this Hon'ble Court.

9. With reply to paragraph no. 16 the entire contents therein are absolutely false and denied the Plaintiff is disentitled for the same. It is further submitted that the suit is not been valued as per law for ejectment under sec. 40 of the A.P. Suit valuation and Court Fee Act. And the suit is liable to be rejected at the threshold. There has been no cause of action for the present suit.

10. The notice dated 15/1/2023 as stated in cause of action has not been furnished to the Defendant nor the same been mentioned in the list of documents.

It is further pertinent to mention that the suit of the Plaintiff is untenable in law and the Notice is improper the Plaintiff has approbated and reprobated and as such barred by approbate and reprobate. The schedule of property is incorrect as the ground floor admeasuring 320 sft. Is only in possession of this Defendant and Chirag J. Shah as such the Suit is thoroughly misconceived, devoid of merits untenable in law and as such is liable to be dismissed with exemplary cost.

VERIFICATION: I Nisha Shah do hereby verify that what has been stated in the above said paragraph are true and correct to best of my knowledge and

belief and as per the legal advice received. Hence verified on 19/9/2023 at
Secunderabad.

Dated: 19/9/2023
At: Secunderabad

Defendant

7/c

IN THE COURT OF THE HON'BLE I
JUNIOR CIVIL JUDGE, CITY CIVIL
COURT
AT: 523 OF 2023

Between:

Gaurang J.Mody

...Plaintiff

And

Nisha Shah

...Defendant

**WRITTEN STATEMENT OF THE
DEFENDANT**

Filed on: 19/09/2023

Filed by:

IMRAN MAHMOOD

DEVASHREE CHAKRABORTY

MUNEER JAHAN

S.Q.ALI KHAN

ADVOCATES

OF MAHMOOD AND CO.

ADVOCATES, II FLOOR MAHMOOD

CHENOY COMPLEX, SUITE # 1-7- 347

TO 349

PARKLANE, SEC-BAD 500 003

PHONE: 9885230403

RPAD

19 August 2021

1. Nisha Shah
Proprietor, M/s. Chintamani Sales
2-3-22/G & (9), Minister Road
Ranigunj, Secunderabad
2. Chirag Jitendra Shah
Proprietor, M/s. Shree Chintamani Sales
2-3-22/G & (9), Minister Road
Ranigunj, Secunderabad
GSTIN: 36BVTPS2812P1ZO

Dear Sir/Ma'am

Sub: Notice under Section 106 of the Transfer of Property Act, 1882.

We represent Mr. Gaurang J. Mody, S/o. Jayantilal Mody, R/o. Flat No. 105, Sapphire Apartments, Chikoti Gardens, Begumpet, Hyderabad – 500 016 ("**Our Client**"). Under instructions from Our Client, the present notice is being issued to you as under:

1. We are given to understand that Jitendra Palnitkar HUF, represented by its Karta Jitendra Palnitkar was the original owner of the Shops/Malgie bearing Municipal Nos. 2-3-22/G & 2-3-22/9 admeasuring Built up area of 640 sft situated on land admeasuring 38 sq. yds., situated at 2-3-22, Minister Road, Ranigunj, Secunderabad ("**Premises**").
2. In the year 1960, the Premises were leased to Mrs. Nisha Shah, proprietor of M/s. Chintamani Sales ("**Addressee 1**"), which was sub-leased by the Addressee 1 to Chirag Jitendra Shah ("**Addressee 2**"), (hereinafter collectively referred to as You/Addressees).

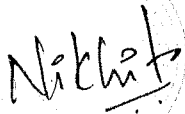
3. Thereafter, Mr. Dharmesh Parikh purchased the Premises from Jitendra Palnitkar HUF on an 'as is where is' basis by way of a sale deed bearing document no. 389 of 2020 dated 20.02.2020. We are given to understand that after purchase of Premises by Mr. Dharmesh Parikh, Addressees were offered the opportunity to purchase the Premises from Mr. Dharmesh Parikh by him. However, Addressees specifically refused the offer of purchase and represented that they shall remain as a tenant and the Addressees shall jointly and severally continue to pay the rental amounts to the owner of the Premises.
4. Subsequently, on representation of the Addressee 1 and 2, Our Client purchased the Premises from Mr. Dharmesh Parikh by way of sale deed bearing document no. 509 of 2021 dated 18.02.2021. The tenancy was therefore attorned in favour of Our Client. At the time of purchase, the rental amount payable by Addressees was Rs. 40,000/- per month.
5. Our Client has been constantly following up with Addressees for payment of the rent since the purchase of the Premises in February 2021. Addressee No. 1 and 2, in spite of repeated assurance, has defaulted on payment of rent amount of Rs. 40,000/- from the first month of purchase by Our Client till date.
6. We are therefore given to understand that all attempts of Our Client's to approach Addressee No. 1 and Addressee No. 2 seeking the payment of rents due to him were futile as You are not willing to pay any rents. Aggrieved by the same, having given multiple reminders to You demanding payment, Our Client was constrained to call upon You to immediately vacate the Premises on 01.08.2021. However, You have failed to do the same and have been illegally squatting on the Premises without paying due rents.
7. We therefore call upon You to pay the outstanding monthly rental of Rs. 40,000/- per month owed from February 2021 till date

N4.

amounting to Rs. 2,00,000/- (Rupees Two Lakhs Only) along with interest at 18% p.a. Further, please be informed that the current market rental rate of the Premises is Rs. 50,000 (Rupees Fifty Thousand Only) per month and market rate of the Premises is Rs. 75 Lakhs (Rupees Seventy Five Lakhs Only).

8. Please be informed that lease of the Premises stands terminated. As your continued possession of the Premises amounts to trespass, we, on behalf of Our Client, call upon you to vacate the Premises and hand over vacant possession of the Premises to Our Client within a period of 15 days of receipt of this notice. As the current market rate of the rental for the Premises is Rs. 50,000 per month, in case you still continue in occupation of the premises on expiry of 15 days on receipt of this notice, You shall be, jointly and severally, liable to pay Rs. 50,000/- (Rupees Fifty Thousand Only) per month amount towards mesne profits to Our Client for the illegal use and occupation of the premises along with damages to the tune of Rs. 25,000/- (Rupees Twenty Five Thousand Only) per month.
9. Please be informed that; any amount paid hereafter shall be deemed to have been received under protest and without prejudice to the rights of Our Client.
10. Please note that this legal notice is being issued to You without prejudice to our rights and remedies under civil and criminal law against including the right to claim damages, mesne profits, etc.

Rs. 50,000, the cost of this Legal Notice



(G. NIKHITA HARI)
FOR, D. PAVAN KUMAR
ADVOCATE

MAHMOOD AND COMPANY

ADVOCATES

ADNAN MAHMOOD
B.Com., L.L.B.
IQBAL PASHA
B.Sc., L.L.B.
DEVASHREE CHAKRAPU
B.Com., L.L.B.
SAAD HUSSAIN
B.A., L.L.B.

MAHMOOD COMPLEX
1-7-347 TO 349
SUITE 'A' II FLOOR
PARKLANE, SECUNDERABAD-500003
TELANGANA, INDIA
PHONE: 040-27843679
040-27819865
FAX: 040-27721589
Email: adnanbmahmood@gmail.com
zeeshan.a.mahmood@gmail.com

IMRAN MAHMOOD
B.A., L.L.B.
ZEESHAN ADNAN MAHMOOD
B.B.A., L.L.B.
NABHAN ADNAN MAHMOOD
B.B.A., L.L.B.
AMAN ADNAN MAHMOOD
B.A., L.L.B.

By Regd. Post Ack. Due

26/08/2021

To,
Mr. D. Pavan Kumar Advocate
The Law Chambers, Plot No. 16
3rd Floor, Cyber Hub, Gachibowli
Hyderabad - 500032

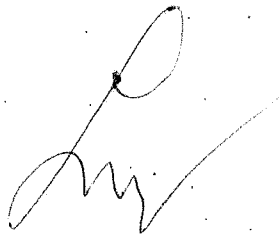
Ref: Your Notice dated 19/08/2021 on behalf of your client Sri
Gaurang J. Mody son of Jaganath Mody ---reg.

REPLY NOTICE

My clients Smt. Nisha Shah proprietrix of M/s. Chintamani Sales
and Chirag Jitender Shah proprietor of Shree Chintamani Sales
carrying on business in mulgie bearing number 2-3-22/G (old No.
58/3 M.G. Road) situated at Minister Road, Ranigunj Secunderabad
have received the above cited Notice on 21/08/2022 and have
placed the same in my hands to reply to you as under:

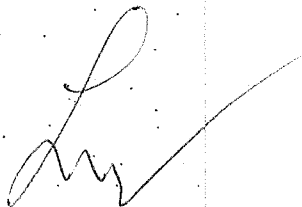
1. At the outset my clients deny the entire contents of the Notice
as false misconceived and baseless. Your client has not stated

...cont.



the true facts and thereafter have got issued the said Notice with a malifide and deceitful intention. There is no jural relationship between my client and your client nor there has been any atonement of tenancy at any time by Sri Jitender G. Palnitkar. As such your Notice is misconceived and bad in law before reverting to the above contention of your client the true facts are as follows, prior to 1988 late Pradeep K. Shah was the original tenant of the demised mulgie, thereafter in 1988 a fresh rental agreement was executed by Jitender G. Palnitkar in favor of Nisha Shah on a monthly rent Rs. 500/- (rupees five hundred) thereafter rent was enhanced from 1993 @ 10% on the prevailing rents at the end of every 2 years period. The said Nisha Shah the addressee no. 1 had commenced her business in the said mulgie admeasuring 400 sft. and in the year 2008 the addressee no. 2 Chirag J Shah commenced his business in the said mulgie under the name and style of Sri Chintamani Sales. The rents in respect of the said mulgie has been paid to the munshi of Jitender G. Palnitkar by name Masood Bhai, who used to come and

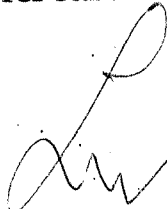
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collect the rents according to his convenience and had never passed receipts. The rents have been paid to the said munshi (rent collector) till 19/01/2016 @ 1455/- per month in respect of mulgie bearing no. 2-3-22/G Minister Road, Secunderabad. the monthly rent as on date is Rs. 1965/- (rupees one thousand nine hundred and sixty-five) excluding of electricity charges.

2. My client is no way connected with mulgie bearing no. 2-3-22/9 at 1st Floor. Ever since 2008 my client that is addressee no. 2 was making the said payments of rent through cheque and through NEFT. Payment of Rs. 24,567/- was made by addressee no. 2 into the account of Jitender G. Palnitkar in Syndicate Bank, Nizam Shahi Road in account no. 30002010096217 for the period ¼/2017 till 31/03/2018. The said deposit was made on 23/02/2018 @ Rs.1455/- per month.
3. My client further says that from 1-4-2018 to 20/02/2020 Masood Bhai the rent collector had received the rents and had not passed any receipts, thereafter from March 2020 the said

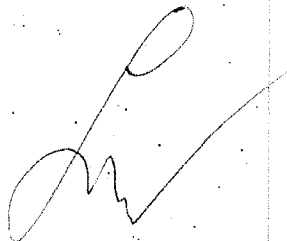
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Masood Bhai (rent collector) has not come to collect the rent till date due to the pandemic COVID-19. The said amount of Rs. 35370/- Rupees Thirty-five Thousand Three hundred and Seventy) have been sent to Jitender G. Palnitkar through Demand Draft vide covering letter. As such entire rents till date have been paid Jitender G Palnitkar the landlord of the addressee no. 1 and 2. My client submit that there are no arrears of rent and the quantum of 1965/- per month exclusive of electricity charges. The land lord of the said mulgie is liable to pay property tax to the said Statutory board. My clients are the statutory tenants governed by the provisions of the rent control Act and the provisions of transfer of property Act does not apply to my clients.

4. There was never any atonement of tenancy nor any Sale Deed furnished to my client by his land lord till date. The question of rent being @ R.40,000/- per month is the fertile creation of your client with whom my clients have no jural relationship. The entire contents of your Notice are absolutely false, misconceived and ridiculous, the said Notice is bad in law and

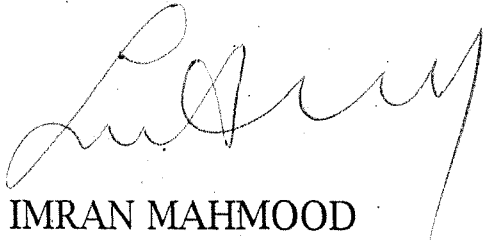
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as such has absolutely no binding upon my client despite the said reply if your client indulges in any speculative litigations my client will defend the same and hold your client responsible and liable for all the cost and consequences arising thereof.

5. You may collect your Notice charges from your client for suppressing the said aspect and getting the said notice issued and a further sum of Rs.25000/- is payable by your client towards the cost of this Reply.



IMRAN MAHMOOD
Advocate

आर.पी. - 54
R.P. - 54

भारतीय डाक विभाग
DEPARTMENT OF POSTS - INDIA
पावती / ACKNOWLEDGEMENT

भारतीय डाक

India Post

पंजीकृत पत्र / पार्सल प्राप्त हुआ

Received Registered Letter / Parcel /

क्रमिक / No.

तारीख / Dated.

का / of

बीमा का मूल्य रुपयां में

Insured for Rupees

प्राप्तकर्ता

Addressed to

Tilendra G. Palnitkar

5-2-1026, Nizam Shahi Road

Hyderabad - 500001.

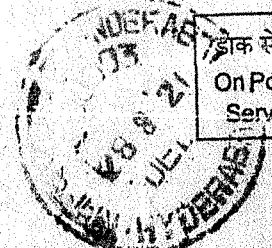
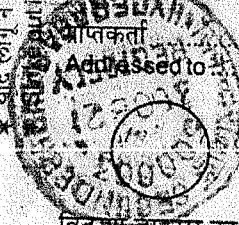
को / on

वितरण डाकघर का तारीख - मोहर
Date Stamp of office of delivery

हस्ताक्षर और नाम / Signature and Name

P. J. Palnitkar

* यदि लागू न हो तो काट दें -
Not to be cut if not relevant



डाक सेवार्थ
On Postal
Service



प्रेषक डाकघर का नाम-मोहर
Name-stamp of Office of posting

Chintamani Sales

2-3-22/6, Minister Road
Rangpur Secunderabad

पिन / PIN

5 0 0 0 0 3

Registered Post with ATO

To,

Chintamani Sales

2-3-22/G

Minister Road

Ranigumji

Secunderabad - 500 003



From: Jitendra Palnitkar

S-2-1026

Nizamsahi Road

Hyderabad - 500 095

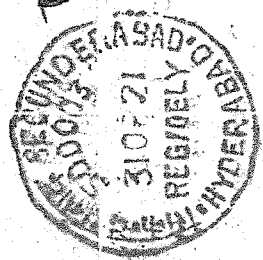


India Post

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31/8/21

For Chintamani Sales

R.I

From:
Chintamani Saies
2-3-22/G,
Minister Road,
Raniguni.
Secunderabad – 500 003.

To,
Jitendra G. Palnitkar
5-2-1026
Nizamshahi Road
Hyderabad- 500001.

Ref: Rent in respect malgi no 2-3-22/G(old no.58/3) for the period of 1-3-2020 to 31-8-2021
@1965.00 per month.

Dear Sir,

We are herewith enclosing Demand Draft No.524496 Dt:24-08-2021 through Punjab National Bank, M.G. Road, Secunderabad Branch in favour of Jitendra G Palnitkar payable at Hyderabad for sum of Rs. 35,370.00ps (Rupees Thirty-Five Thousand Three Hundred Seventy Only) at the present amount of Rent of Rs.1965.00ps (Rupees One Thousand Nine Hundred Sixty-Five Only) for 18 Months.

Please Acknowledge the Same.

Yours Faithfully

RU074072799IN INP:827962497
HL SECUNDERABAD H.O (500003)
Created At: 24/08/2021, 10:54
To: JITENDRA G P.
PIN: 500001, Hyderabad G.P.O.
From: CHINTAMANI SAIES, SEC
VT: 100ms
Amt: 25,000 (Cash)
Track on www.indiapost.gov.in
CBIC 1500034496 (Near Marks, 2)

Received
Jitendra G. Palnitkar
5-2-1026
Nizamshahi Road
Hyderabad- 500001
02/09/2021

T/c